

**AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF PANAMA
REGARDING THE TRANSFER OF FORFEITIED ASSETS**

The Government of the United States of America and the Government of Panama (hereinafter the "Parties"):

CONSIDERING that the Government of Panama provided assistance to the Government of the United States in the matter of *United States v. One Bell Model 407 Helicopter, Serial Number 53303, Tail Number HK-4206X*, Civil Action No. 00-1708 (D.D.C. Jan. 7, 2007);

CONSIDERING that the Government of Panama provided this assistance, notably by seizing the aforementioned Bell Model 407 Helicopter, Serial Number 53303, Tail Number HK-4206X (hereinafter "the Helicopter") and providing for its maintenance, inspection, and storage;

CONSIDERING that the Government of Panama assisted in the forfeiture action by providing documents and evidentiary support;

CONSIDERING FURTHER that the Helicopter has been forfeited to the United States;

CONSIDERING FURTHER that the Treaty between the United States of America and the Republic of Panama on Mutual Assistance in Criminal Matters (Treaty), signed at Panama on April 11, 1991, authorizes the sharing of forfeited assets between the Parties;

Have reached the following agreement:

1. The Government of the United States, pursuant to Article 14(2) of the Treaty and this Agreement, shall transfer to the Government of Panama ownership of the Helicopter.
2. The Government of Panama shall ensure that the property transferred under this Agreement is used to promote law enforcement efforts.
3. Upon transfer, the Government of the United States shall relinquish all rights, title, and interest in the Helicopter transferred pursuant to this Agreement, and shall assume no responsibility for the condition or use of the Helicopter at any time. The Government of Panama shall accept the Helicopter transferred "as is" and shall assume all legal and financial responsibility for its use or other disposition after transfer.
4. The Government of Panama shall be responsible for completing the transfer of title and registration of the Helicopter, and for all costs relating to the Helicopter.
5. Within six months of signing this agreement, the Government of Panama shall provide the Government of the United States with a complete report identifying how the Helicopter is being or has been used, and shall include any other pertinent information.

6. This Agreement is intended solely for the purposes of mutual assistance between the Parties. It does not give rise to any right on the part of any private person, and is not intended to benefit third parties.

7. This Agreement will enter into force upon signature of both Parties.

Signed in duplicate in the English language.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF PANAMA

Erie E. Hampl Director
Name and Title
Treasury Executive Office for Asset
Forfeiture
October 11, 2011
Date

Bruno Peral
Name and Title
Director Servicio Nacional Aeronaval
Mayo 16, 2012
Date